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# TUCKER LAW FIRM, PLC

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690 BERKMAR CIRCLE • CHARLOTTESVILLE, VA 22901  
(O): 434-978-0100 • (F): 434-978-0101 • WWW.TUCKERLAWPLC.COM

June 14, 2018

*Filed VIA ECF*

Hon. David C. Norton  
United States District Judge  
United States District Court  
Post Office Box 835  
Charleston, South Carolina 29402

Re: *Gordon, et al. v. TBC Retail Group, Inc., d/b/a Tire Kingdom*  
Civil Action No.: 2:14-cv-3365-DCN

Dear Judge Norton,

I am writing this letter at the suggestion of your Case Administrator to provide additional information to you regarding the supplemental briefing on the Motion for Reconsideration (ECF 129).

On May 31, 2018 the defendant TBC Retail Group, Inc. ("Tire Kingdom") filed a Supplemental Response in Opposition to Plaintiffs' Motion for Reconsideration, which required a responsive filing from the plaintiffs on or before June 7, 2018. Tire Kingdom's filing was prompted by the Supreme Court of the United States' opinion in *Epic Systems v. Lewis*, as this court had stayed the instant case pending that decision, and argued the application of the Supreme Court's opinion to this case. In light of the issues surrounding the representation of the plaintiffs, I contacted defense counsel to discuss whether Tire Kingdom would consent to an extension of time to file a responsive brief until after the court had determined the outcome of the issues related to plaintiffs' counsel. After conferring with their client, defense counsel confirmed Tire Kingdom's consent by email, which is attached hereto.

After receiving the consent, I contacted co-counsel Marybeth Mullaney and provided a draft Consent Motion for An Extension of Time and a draft proposed order. Instead of agreeing to that motion, Ms. Mullaney filed a responsive memorandum wherein she requests that the court not lift the stay but does not present any argument regarding the application of the *Epic Systems* opinion to the present case.

I provide this information for clarity, and to inform the court that the defendant had consented to extending briefing and argument on the Motion for Reconsideration until after the resolution of the Motion(s) to Terminate Counsel, and in light of the Court's hearing/conference scheduled on July 19, 2018.

I hope this information is beneficial to the Court. Of course, I am happy to provide any additional information that the Court should need.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wm C Tucker', with a stylized flourish at the end.

William C. Tucker

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**Subject:** Re: Tire Kingdom Status

**From:** Kristin Gray <Kgray@fordharrison.com>

**Date:** Wed, Jun 06, 2018 6:29 pm

**To:** Bill Tucker <bill.tucker@tuckerlawplc.com>

**Cc:** "Wade E. Ballard" <wballard@fordharrison.com>

Bill,

We consent to extending plaintiffs' deadline to respond to our supplemental brief, so that the plaintiffs' internal representation issue can be resolved.

Thanks,

Kristin S. Gray, Esq.  
FordHarrison LLP  
864-699-1130

Sent from my iPhone

On Jun 6, 2018, at 2:45 PM, Bill Tucker <bill.tucker@tuckerlawplc.com> wrote:

Wade and Kristin,

I am checking in to see if you have heard from the client regarding the proposal we discussed yesterday. I don't know that the court scheduling the hearing affects what we discussed, but you might see it differently.

I look forward to hearing from you.

Bill

William C. Tucker  
Tucker Law Firm, PLC  
690 Berkmar Circle  
Charlottesville, Virginia 22901  
(434) 978-0100 Phone  
(434) 978-0101 Fax  
[www.tuckerlawplc.com](http://www.tuckerlawplc.com)

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